

Township of Berkeley Heights
Union County, New Jersey
March 2, 2021

Adequate notice of this meeting has been provided by forwarding a copy to the Courier News, Star Ledger and posting on the Township website, at least forty-eight hours prior to the meeting, all in accordance with the Open Public Meetings Act. This meeting was contained on a list of meetings set by resolution dated January 5, 2021. This meeting will not substantially go past 10:30 p.m.

COUNCIL MEMBERS:

Gentiana Brahimaj
Manuel Couto – Vice President
Jeanne Kingsley - President
Alvaro Medeiros
Jeff Varnerin
Stephen Yellin
Angie Devanney- Mayor

AGENDA FOR PUBLIC MEETING

- I. CALL TO ORDER – 7:00 p.m.**
- II. ROLL CALL**
- III. FLAG SALUTE**
- IV. PROCLAMATION - Steve Imbimbo – Retirement
- Kris Slevens -Vaccine Volunteer**
- V. CONFERENCE SESSION -**
- VI. REGULAR AGENDA**
- VII. TOWNSHIP COUNCIL REPORTS**
 - A. Gentiana Brahimaj**
 - B. Manuel Couto – Vice President**
 - C. Jeanne Kingsley - President**
 - D. Alvaro Medeiros**
 - E. Jeff Varnerin**
 - F. Stephen Yellin**
- ADMINISTRATION REPORTS**
 - Mayor Devanney**
 - Township Administrator – Liza Viana**

VIII. APPROVAL OF MINUTES –

PUBLIC MEETING – June 23, 2020, July 8, 2020, July 21, 2020, August 18, 2020, September 8, 2020 (special meeting), September 8, 2020, September 22, 2020 (special meeting), September 22, 2020, October 6, 2020, and October 27, 2020
EXECUTIVE SESSION – March 5, 2019, March 19, 2019, April 2, 2019, and April 23, 2019.

IX. Public Hearing and Final Adoption of Ordinances Introduced on February 16, 2021:

Comments on ordinances up for final adoption are welcome during public hearing for each particular ordinance via Zoom: <http://zoom.us/s/3575747364>; if you need to enter a meeting ID it is: **357-574-7364**. Before making a comment, all speakers must identify their name and address. Each speaker shall be limited to 3 minutes. Written comments may also be submitted in lieu of verbal comments via the zoom chat function prior to the end of the public hearing for the particular ordinance. Your cooperation in adherence to these rules of order will ensure an orderly and respectful meeting.

Alternatively, you may submit written comments in advance of the meeting either via electronic mail (to: aminkoff@bhtwp.com) or by written letter (to: Township Clerk, 29 Park Avenue, Berkeley Heights, NJ 07922), including commenter's full name and address, which must be received by the Township Clerk by 4:00 P.M. on the date of the Zoom meeting.

1. "AN ORDINANCE CREATING A NEW CHAPTER 2.99 OF THE MUNICIPAL CODE OF THE TOWNSHIP OF BERKELEY HEIGHTS ENTITLED "SENIOR AFFAIRS COMMITTEE."

Ordinance Introduced on February 2, 2021:

2. "An Ordinance of the Township of Berkeley Heights, County of Union, State of New Jersey, Amending *The Code of the Township of Berkeley Heights*, Appendix A ("Municipal Land Use Procedures Ordinance") to replace the current OR-A and OR-A1 Zones with a new Mixed-Use Zone". EXPLANATORY STATEMENT: This Ordinance amends the Code of the Township of Berkeley Height's Municipal Land Use Procedures Ordinance by replacing the current OR-A and OR-A1 Zones with a new Mixed-Use Zone.

X. HEARING ON AGENDA ITEMS ONLY:

Comments are welcome during this portion of the meeting via Zoom: <http://zoom.us/s/3575747364>; if you need to enter a meeting ID it is: **357-574-7364**. Before making a comment, all speakers must identify their name and address. Each speaker is limited to 3 minutes. Written comments may also be submitted in lieu of verbal comments via the zoom chat function prior to the end of the hearing. Your cooperation in adherence to these rules of order will ensure an orderly and respectful meeting.

Alternatively, you may submit written comments in advance of the meeting either via electronic mail (to: aminkoff@bhtwp.com) or by written letter (to: Township Clerk, 29 Park Avenue, Berkeley Heights, NJ 07922), including commenter's full name and address, which must be received by the Township Clerk by 4:00 P.M. on the date of the Zoom meeting.

XI. NEW BUSINESS – RESOLUTIONS OFFICIAL ACTION WILL BE TAKEN ON THE FOLLOWING:

1. Resolution approving Bill List dated March 2, 2021 in the amount of \$300,981.55.
2. Resolution authorizing payments of 2020 LOSAP benefits to eligible members of The Berkeley Heights Volunteer Rescue Squad.
3. Resolution authorizing Chief Jason Massimino as the custodian of the Police Department Petty Cash Fund.
4. Resolution awarding a professional services contract to Neglia Engineering, for land Surveying services for tax maps update, in an amount not to exceed \$20,000.00.
5. Resolution authorizing an amendment to the contract with De Block Environmental Services, for on-call licensed operator (S-4) services for the wastewater treatment facility, in an amount not to exceed \$130,000.00, to cover the period from March 1, 2021 to August 31, 2021.
6. Resolution appointing Doug Birbrower to the Grants Committee, for a term to Expire on December 31, 2021.
7. Resolution amending the Mayor's Youth Council advisory board.
8. **CONSENT AGENDA** – All matters listed under Consent Agenda are considered routine by the Township Council and will be enacted upon by one motion; there will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately.
 - a. Resolution authorizing a tax refund to Ciraco Construction, for the property located at 126 Washington Street, in the amount of \$2,520.50.
 - b. Resolution authorizing a tax refund to Walter C. Worst, Jr. for the property located at 61 Daria Lane, in the amount of \$2,364.18.
 - c. Resolution authorizing a tax refund to Michael & Natalie Agresta, for the property located at 27 Ridge Drive, in the amount of \$3,785.89.
 - d. Resolution authorizing a tax refund to Xuan Li and Gang Liu, for the property located at 195 Chaucer Drive, in the amount of \$3,295.43.

- e. Resolution authorizing a tax refund to Sheila Carlos, for the property located at 208 Sutton Drive, in the amount of \$49.33.
- f. Resolution authorizing a tax refund to Donald V. and Nadine Batorsky, for the property located at 135 Overhill Way, in the amount of \$4,910.61.
- g. Resolution authorizing a tax refund to Kristiann Ebert, for the property located at 115 Kent Drive, in the amount of \$1,049.50.

XII. CITIZENS HEARING:

Comments are welcome during this portion of the meeting via Zoom: <http://zoom.us/s/3575747364>; if you need to enter a meeting ID it is: **357-574-7364**. Before making a comment, all speakers must identify their name and address. Each speaker is limited to 3 minutes. Written comments may also be submitted in lieu of verbal comments via the zoom chat function prior to the end of the hearing. Your cooperation in adherence to these rules of order will ensure an orderly and respectful meeting.

Alternatively, you may submit written comments in advance of the meeting either via electronic mail (to: aminkoff@bhtwp.com) or by written letter (to: Township Clerk, 29 Park Avenue, Berkeley Heights, NJ 07922), including commenter's full name and address, which must be received by the Township Clerk by 4:00 P.M. on the date of the Zoom meeting.

XIII. EXECUTIVE SESSION –

XIV. ADJOURNMENT

Ana Minkoff, Township Clerk

Mayor's Correspondence
January 2021

1. **Church of Little Flower**- Invitation to dedication mass
2. **Wharton Institute for Performing Arts** – thank you for support during challenging times

Proclamation
Township of Berkeley Heights

WHEREAS, Steve Imbimbo is a multi-generational, life-long resident of the Township of Berkeley Heights; and

WHEREAS, Steve and his wife Anne, a beloved crossing guard in town, have two sons and four grandchildren; and

WHEREAS, Steve Imbimbo, the Foreman of the Waste Water Treatment Plant, possesses institutional knowledge and expertise obtained during his forty plus year career; and

WHEREAS, in addition to being a Township employee, **Steve** has volunteered his time for the community on the Berkeley Heights Fire Department, including serving as the Chief; and

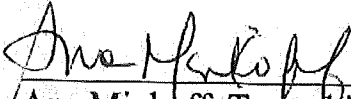
WHEREAS, throughout his lengthy career, **Steve Imbimbo** has been commended for his professionalism in dealing with Township residents and fellow employees; and

WHEREAS, after more than forty years **Steve Imbimbo** is retiring from his position effective March 31, 2021, earning the distinction of being the longest serving employee of the Township.

NOW, THEREFORE BE IT RESOLVED that the Mayor and Township Council of the Township of Berkeley Heights, and on behalf of all of our citizens do hereby extend this expression of thanks for **Steve Imbimbo's** service and wish him much health and happiness during his retirement.

APPROVED this 2nd day of March 2021.

ATTEST:


Ana Minkoff, Township Clerk

Angie D. Devanney, Mayor

Proclamation
Township of Berkeley Heights

WHEREAS, Kris Slevens, a lifelong Berkeley Heights resident, was looking for a way to honor his recently deceased father, John Slevens , on his father's birthday; and

WHEREAS ,Kris Slevens is an IT Professional and combined his skills with an idea to help people in need; and

WHEREAS ,Kris decided to help seniors, specifically those who do not have computer skills, obtain coveted COVID vaccination appointments; and

WHEREAS, Kris set up multiple computers, searched multiple websites for appointments working hours at a time – often all through the night; and

WHEREAS, Kris Slevens was successful in achieving his goal of getting 71 senior citizens COVID vaccination appointments, and decided to continue to help more seniors eventually surpassing 300 made through Facebook forums; and

WHEREAS, as of the morning of February 25, Kris has booked at least another 200 appointments for seniors in coordination with the Township;

WHEREAS, Kris' hard work and perseverance has led to now hundreds of senior citizens obtaining vaccination appointments who otherwise would be waiting weeks or months for them; and

WHEREAS, the Mayor and the Township Council believe it is important to acknowledge the efforts of volunteers who make such an impact on our community;

NOW, THEREFORE, BE IT RESOLVED that the Mayor and Township Council of the Township of Berkeley Heights does hereby publicly thank **Kris Slevens** for devoting his time and talents to our community and embodying the tenet of "We are All in this Together" and "No Senior Left Behind" with respect to this global pandemic.

Approved this 2nd day of March 2021.

Angie D. Devanney
Mayor

ATTEST: _____
Ana Minkoff, Township Clerk

**AN ORDINANCE CREATING A NEW CHAPTER 2.99 OF THE MUNICIPAL CODE
OF THE TOWNSHIP OF BERKELEY HEIGHTS ENTITLED “SENIOR AFFAIRS
COMMITTEE”**

WHEREAS, the Mayor and Council of the Township of Berkeley Heights recognize the need to provide information to the public on various aspects of aging, as well as to identify the needs of, increase communications to, develop and coordinate resources for, and explore appropriate solutions to issues affecting the Township’s senior citizens; and

WHEREAS, the Mayor, with the concurrence of the Council, from time to time may propose, create, and charge special purpose committees or boards, appoint their members, and establish their responsibilities and duties, with such committees and appointments expiring at the end of the then current calendar year unless extended by action of the Council; and

WHEREAS, the Mayor and Township Council created an advisory board to provide advice and assistance on matters related to the Township’s senior citizens pursuant to Resolution No. 246-2019 amended by Resolution No. 44-2020, and

WHEREAS, the Mayor and Council now wish to formalize and extend the work undertaken by the Senior Advisory Board and expand its mandate to include all matters relating to aging and to all older adults and seniors in the township, and

WHEREAS, the Mayor and Council agree older adult residents should have the opportunity to remain and age gracefully and comfortably in the Township which should be a goal of the Township to promote and enable; and,

WHEREAS, the Mayor and Council also wish to set as a goal that of improving the wellness of residents regardless of age enabling all older adults and seniors to continue to be an active and vibrant part of the Township community, and

WHEREAS, the Mayor and Council agree that the places where we live are more livable, and better able to support people of all ages, when local leaders commit to improving the quality of life for the very young, the very old, and everyone in between, and

WHEREAS, the Mayor and Council agree that well-designed, age-friendly communities foster economic growth and make for happier, healthier residents of all ages.

WHEREAS, the Township is empowered to create such a Committee pursuant to authority granted thereto by N.J.S.A. 40:48-2; and

BE IT THEREFORE ORDAINED, by the Township Council of the Township of Berkeley Heights in the County of Union and State of New Jersey that Chapter 2.99 of the Municipal Code

thereof entitled "Senior Affairs Committee" is created and inserted into the Municipal Code pursuant to the provisions hereof:

Section I:

A new chapter shall be inserted into the Municipal Code of the Township of Berkeley Heights as Chapter 2.99, shall be entitled as "Senior Affairs Committee," and shall contain the following provisions:

Chapter 2.99.010: Senior Affairs Committee

1. Establishment

Pursuant to the power conferred to this municipality in N.J.S.A. 40:48-2, there is hereby established in the Township of Berkeley Heights a Senior Affairs Committee which shall:

- A. Be an advisory Committee utilizing the talent and enthusiasm of volunteer residents to provide advice and support to the Township upon matters relating to aging and older adults and seniors.
- B. Develop and coordinate resources and resource planning and explore appropriate solutions to issues affecting the Township's senior citizens.
- C. Conduct, at its discretion, periodic surveys to gain public input and to inventory and assess the adequacy of resources available for the benefit of older adults and seniors.

Chapter 2.99.020 Appointment; Membership; Term

- A. The Committee shall consist of eleven (11) members. Members shall be appointed by the Mayor and, notwithstanding the initial appointments, shall be appointed for a term of three calendar years from the date of appointment. The initial appointment terms will be staggered in order to prevent all nine members' terms from expiring at the same time. Initial appointments will contain three one-year terms, four two-year term and four three-year terms. All terms shall run from January 1st of the year of the initial appointment until December 31st of the final year of the appointment.
- B. In the event of a vacancy prior to the expiration of member's term, the Mayor shall, with advice and consent of the Township Council appoint a new member of the Committee to fill the remaining portion of the unexpired term, subject to the qualifications of Paragraph C of this Section. A vacancy shall be deemed to occur upon the latter of: (1) the effective date of the member's resignation from the position; (2) the death of the member; or (3) the member's absence from fifty (50) percent or more of the regularly scheduled meetings of the Committee in any twelve-month period.

C. The membership of the Committee shall meet the following qualifications:

1. Three (3) citizens from the community at large that are at least 55 years of age.
2. At least one member shall have a medical or professional license in a field related to aging or older adults and seniors.
3. One (1) member shall be a member of Berkeley Heights Senior Citizens Club.
4. One (1) member shall be a resident of Park Edge Association.
5. One (1) member shall be the Director of Recreation.
6. One (1) member shall have a role in the management of a Long-Term Care Facility within the Township
7. One (1) member shall be a staff member of the Berkeley Heights YMCA involved in their senior programming
8. One (1) member shall be a member of the Communication Committee
9. The Mayor, or a Mayor's designee, shall serve as a member of the Committee.
10. One (1) Township Council Representative. One (1) representative shall be a current Township Council Members who shall assist the Committee and serve as liaison to the Township Council.

D. A member may be removed by the appointing authority for cause, on written charges serviced upon the member, and after being given an opportunity for a hearing before the appointing authority, at which time the member shall be entitled to be heard in person or by counsel.

Chapter 2.99.030 Organization; Meetings

- A. The Committee shall elect a chairperson, vice chairperson and secretary at its organizational meeting in January, or as soon thereafter as possible, which officers shall serve for a term of one year and remain in office until their term as a member/representative ends or their successor as a Senior Affairs Committee officer has been appointed, whichever occurs first. The secretary shall keep minutes of all meetings of the Committee, which agendas, minutes and copies of official correspondence of the Committee shall be kept on file in the office of the Township Clerk and posted on the Township website.
- B. The Committee shall hold regular monthly meetings, and additional meetings as the Committee deems necessary. The Committee shall hold meetings within the Township in a location to be determined by the Committee, which meetings are not open to the public unless a specific meeting is opened to the public at the sole discretion of the Committee. The Committee may make and amend rules and regulations concerning the conduct of its meetings

Chapter 2.99.040 Duties and Functions

The functions of the Committee shall be to:

- A. Advise the Mayor and Township Council on matters relating to policies and programs relating to aging and older adults and seniors in the Township;
- B. Identify the needs of Berkeley Heights' older adult residents and create a citizen awareness of these needs as well as those related to aging in the township;
- C. Establish a communication system, e-mail/phone and other modes of communication to alert Berkeley Heights older adult residents on urgent and other matters on-going in the Township in conjunction with the Communication Committee;
- D. Advise the Mayor, Township Council, and other Township departments, commissions, and committees, on matters related to aging in the township and affecting Berkeley Heights' older adult and senior residents;
- E. Support existing services to Berkeley Heights' older adult and senior residents, both public and private, and encouraging coordination among organizations to eliminate gaps and duplicative efforts among organizations providing such services and to plan for the needs of an aging community;
- F. In cooperation with other organizations, create a centralized source of information on available resources provided by local organizations, town, county, state and federal governments to ensure the needs of seniors are being met and to disseminate information on services available to Berkeley Heights' older adult and senior residents;
- G. Perform such other functions and duties as may be directed by the Mayor and Township Council.
- H. Serve as an advocate for the needs of older adult and senior citizens and for the need to plan and care for an aging community.

Section II

All ordinances or parts of Ordinances inconsistent with this Ordinance are hereby repealed to the extent of such inconsistency.

Section III

If any section, paragraph, subdivision, clause or provision of this Ordinance shall be adjudged invalid, such adjudication shall apply only to this section, paragraph, subdivision, clause or provision and the remainder of this Ordinance shall be deemed valid and effective.

Section IV

This Ordinance shall be presented to the Mayor for her approval and signature, which approval shall be granted or denied within ten days of receipt of same, pursuant to N.J.S.A. 40:69A-149.7. If the Mayor fails to return this Ordinance with either her approval or objection to same within ten days after it has been presented to her, then this Ordinance shall be deemed approved.

Section V

This ordinance shall take effect upon adoption and publication in the manner required by New Jersey general law.

INTRODUCED the 16th day of February, 2021.

ADOPTED the _____ day of _____, 2021.

By: _____
Angie Devanney, Mayor

ATTEST:

Ana Minkoff, Township Clerk

**NOTICE OF
INTRODUCTION**

Ordinance -2021

**AN ORDINANCE CREATING A NEW CHAPTER 2.99 OF THE MUNICIPAL
CODE OF THE TOWNSHIP OF BERKELEY HEIGHTS ENTITLED "SENIOR
AFFAIRS COMMITTEE."**

I, Ana Minkoff, Township Clerk of the Township of Berkeley Heights , do hereby certify that the foregoing Ordinance was introduced on First Reading at a meeting of the Township Council of the Township of Berkeley Heights, County of Union and State of New Jersey, on **February 16, 2021** and that said Ordinance shall be submitted for consideration and final passage at the Public Hearing to be held on **March 2 , 2021** at **7:00** p.m. or as soon thereafter, as practical, via Zoom: <http://zoom.us/j/3575747364>, if you need to enter a meeting ID it is: **357-574-7364**. At which time and place all persons interested therein or affected thereby, will be given an opportunity to be heard concerning the same. Alternatively, you may submit written comments in advance of the meeting either via electronic mail (to: aminkoff@bhtwp.com) or by written letter (to: Township Clerk, 29 Park Avenue, Berkeley Heights, NJ 07922), including commenter's full name and address, which must be received by the Township Clerk by 4:00 P.M. on the date of the Zoom meeting. During the week prior to, and up to the time of Public Hearing, copies of said Ordinance will be available by contacting the Municipal Clerk via email, aminkoff@bhtwp.com, or by calling 908-464-2700, and at the website www.berkeleyheights.gov, for the members of the general public who shall request the same.

**Ana Minkoff
Township Clerk**

ROLL CALL	AYE	NAY	ABSTAIN	ABSENT
BRAHIMAJ	✓			<input type="checkbox"/>
COUTO	✓			
KINGSLEY	✓			
MEDEIROS	✓			
VARNERIN	✓			
YELLIN	✓			
TIE:				
MAYOR DEVANNEY				

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

NOTICE OF FINAL ADOPTION

**PUBLIC HEARING AND FINAL ADOPTION OF ORDINANCE
INTRODUCED ON FEBRUARY 16, 2021:**

**AN ORDINANCE CREATING A NEW CHAPTER 2.99 OF THE
MUNICIPAL CODE OF THE TOWNSHIP OF BERKELEY HEIGHTS
ENTITLED "SENIOR AFFAIRS COMMITTEE."**

I, Ana Minkoff, Township Clerk of the Township of Berkeley Heights, County of Union, State of New Jersey, hereby certify that the above entitled Ordinance was adopted on final Passage by the Township Council of the Township of Berkeley Heights at its meeting held on March 2, 2021.

**Ana Minkoff,
Township Clerk
Township of Berkeley Heights**

EXPLANATORY STATEMENT: This Ordinance amends the Code of the Township of Berkeley Height's Municipal Land Use Procedures Ordinance by replacing the current OR-A and OR-A1 Zones with a new Mixed-Use Zone.

TOWNSHIP OF BERKELEY HEIGHTS, UNION COUNTY

ORDINANCE No. _ _ _ _ _

An Ordinance of the Township of Berkeley Heights, County of Union, State of New Jersey, Amending *The Code of the Township of Berkeley Heights*, Appendix A ("Municipal Land Use Procedures Ordinance") to replace the current OR-A and OR-A1 Zones with a new Mixed-Use Zone.

NOW, THEREFORE, BE IT ORDAINED by the Township Council of the Township of Berkeley Heights as follows:

Section 1. *The Code of the Township of Berkeley Heights*, Appendix A ("Municipal Land Use Procedures Ordinance") is hereby amended at Articles 6.1 ("Schedule of General Regulations"), 6.2 ("Zoning Districts") and 6.3 ("Schedule of Zone District Regulations") to remove references to the "OR-A" and "OR-A1" zones and add references to the new "MU" zone, only as follows: [New language **bold and underlined**; deletions ~~stricken through~~.]

ARTICLE 6.1 – SCHEDULE OF GENERAL REGULATIONS

Section 6.1.1 – General Regulations

.....

OR-A	35-acres	600	600	150(ee)	150(ee)/ 0(ff)	150(ee)/ 0(ff)	150(ee)	100(ee)/ 0(ff)	100(ee)/ 0(ff)	150	NA	NA	65%
OR-A1	12-acres	400	800	150(ee)	150(ee)/ 0(ff)	150(ee)/ 0(ff)	150(ee)	100(ee)/ 0(ff)	100(ee)/ 0(ff)	150	NA	NA	80%
<u>MU</u>	<u>(See Section 6.3.5.1)</u>												

.....

~~(ee) Exterior—For purposes of evaluating the front, side and rear yard setbacks, exterior lot lines are measured from Route 78 and Plainfield Avenue right-of-way lines. OR-A fronts on Plainfield Avenue and OR-A1 fronts on Route 78.~~

~~(ff) Interior—For the purpose of evaluating side and rear yard setbacks, interior lot lines are measured along all lot lines, except Plainfield Avenue and Route 78.~~

.....

ARTICLE 6.2 – ZONING DISTRICTS

Section 6.2.1 – Establishment of Zoning Districts

The territory of the Township of Berkeley Heights is hereby divided into the following Zoning Districts:

.....

MU Mixed Use Zone

.....

~~OR-A~~ ~~Office and Research Zone~~
~~OR-A1~~ ~~Office, Residential and Retail Zones~~

.....

ARTICLE 6.3 – SCHEDULE OF ZONE DISTRICT REGULATIONS

.....

Section 6.3.5 – ~~OR, OR-A, and OR-B:~~ Office and Research Zones

A. Permitted Principal Uses:

.....

6. In the OR-B Zone (but not the OR ~~and OR-A~~ Zones), the following shall also be Permitted Principal Uses:

.....

B. Permitted Accessory Uses:

.....

This restriction shall not apply to such uses located within Hotels or Fitness Centers ~~or within the OR-A1 Zone~~. Such facilities and uses located within Hotels or Fitness Centers ~~or within the OR-A1 Zone~~ shall be considered part of the permitted Hotel or Fitness Center ~~or OR-A1 Zone~~ uses and may be provided to the general public as well as members and guest of the subject facilities.

.....

5. ~~In addition to those permitted uses set forth above, and provided that the applicant receives any and all necessary state and federal governmental approvals, heliports shall be permitted anywhere in the OR-A Zone at a location chosen by the applicant in its sole discretion (including without limitation, on any building, parking deck or other structure) subject to site plan review and the following conditions only:~~

- ~~a. no refueling, repair, or maintenance activities shall be permitted;~~
- ~~b. there shall be a minimum setback of one hundred fifty (150) feet from Plainfield Avenue. There shall be a minimum setback of one hundred fifty (150) feet from any residential uses;~~
- ~~c. any ground heliport, including the landing pad, shall be reasonably screened and buffered (with either natural vegetation or a structure, at the option of the applicant) from Plainfield Avenue, provided, however, such screening or buffering shall not be required if not acceptable to any State or federal governmental agency having jurisdiction over heliports. Notwithstanding the foregoing, no such screening or buffering shall be required for heliports located on any building, parking deck or other structure.~~

65. ~~Parking decks in the OR-B Zone accessory to a permitted principal use on the same lot.~~

76. ~~Swimming pools in the OR-B Zone and Structures used in conjunction therewith. Swimming pools and such Structures, whether deemed Accessory Uses or Permitted Principal Uses, shall be exempt from the regulations set forth in Section 3.1.1.B.4 and Section 3.1.7 of the Township Zoning Ordinance, the Swimming Pool Ordinance referenced therein, or any other Township swimming pool regulations.~~

.....

~~E. Maximum Development in the OR-A Zone.~~

~~The gross floor area of development in this zone shall not exceed 800,000 square feet of commercially rentable office and/or research space or space normally associated with office and/or research use.~~

Section 2. *The Code of the Township of Berkeley Heights*, Appendix A ("Municipal Land Use Procedures Ordinance") is hereby amended at Part 6 ("Zoning"), Article 6.3 ("Schedule of Zone District Regulations") to replace the current Section 6.3.5.1 ("OR-A1 Zone: Office,

Residential and Retail Zone”) in its entirety with a new Section 6.3.5.1 entitled “MU: Mixed-Use Zone”), which shall read as follows: [New language **bold and underlined.**]

ARTICLE 6.3 – SCHEDULE OF ZONE DISTRICT REGULATIONS

.....

Section 6.3.5.1 – MU: Mixed-Use Zone

- A. Zone Area and Intent – The MU Zone consists of Block 4102, Lot 1; Block 4301, Lots 1.011, 1.012 and 1.02. The MU Zone is intended to provide a flexible zoning framework that will facilitate the transformation of a traditional suburban office park into a commercially viable, integrated multi-use facility that provides work, residential, hospitality, retail, entertainment and recreation opportunities. The MU Zone shall be developed so as to ensure a functionally and physically interconnected variety of land uses and open spaces, including outdoor recreational amenities.
- B. Application Requirements – Development within the MU Zone may take place in phases. Any request for preliminary and final site plan approvals with respect to one or more portions of the MU Zone must comply with Part 10 of this Municipal Land Use Procedures Ordinance.
- C. Permitted Principal Uses
 - 1. Offices
 - 2. Research and development facilities
 - 3. Multifamily residential dwellings
 - 4. Retail (as defined in Section 2.1.1), including without limitation, food and beverage establishments, including breweries
 - 5. Fitness centers
 - 6. Recreational facilities
 - 7. Entertainment venues
 - 8. Hotels
 - 9. Dog parks, parks and playgrounds
 - 10. Municipal buildings and other governmental uses
 - 11. Places of worship including parish homes and religious school buildings
 - 12. Schools or other educational institutions

D. Permitted Accessory Uses and Structures

1. Any use or structure that is customarily incidental and subordinate to one or more permitted principal use in the MU Zone
2. Health facilities (not open to the general public)
3. Automated storage and retrieval facilities for grocery stores
4. Parking facilities
5. Swimming pools and structures used in connection therewith, which pools and structures shall be exempt from the regulations set forth in Section 3.1.1B.4 and Section 3.1.7 of this Municipal Land Uses Procedures Ordinance, the Swimming Pool Ordinance referenced therein, or any other Township swimming pool regulations.
6. Heliports, subject to the following requirements:
 - a. no more than one heliport shall be allowed within the MU Zone;
 - b. no refueling, repair, or maintenance activities shall be permitted;
 - c. there shall be a minimum setback of one hundred fifty (150) feet from Plainfield Avenue. There shall be a minimum setback of one hundred fifty (150) feet from any residential uses;
 - d. any ground heliport, including the landing pad, shall be reasonably screened and buffered (with either natural vegetation or a structure, at the option of the applicant) from Plainfield Avenue, provided, however, such screening or buffering shall not be required if not acceptable to any State or federal governmental agency having jurisdiction over heliports. Notwithstanding the foregoing, no such screening or buffering shall be required for heliports located on any building, parking deck or other structure.

E. Prohibited Uses

1. Any use not specifically permitted shall be prohibited.
2. Big-box general retail stores, defined as a retail store with a gross floor area of 50,000 square feet or more in which the general merchandise, including, but not limited to, the following, comprise over 40% of the gross floor area: toys, clothing, sporting goods, automotive supplies, electronics, appliances, home and garden supplies, pool supplies and equipment, discount dollar items, bedding, photo processing, a portrait studio, cell phone sales, a bank, pet shop,

video rental, hair and/or nail salon, hardware, jewelry, banks and fast-food outlets.

3. Drive-thru facilities, whether principal or accessory.

F. Standards for Multifamily Residential Dwellings

1. The number of multifamily residential dwellings within the MU Zone shall not exceed 328 units.
2. The multifamily rental residential housing shall include an inclusionary affordable housing component of 13.7% of the maximum total residential units of three hundred twenty-eight (328), which is restricted by the Maximum Buildable Area for the MU Zone; and any proposed increase in the number of residential units above the three hundred twenty-eight (328) units within the constraints of the Maximum Buildable Area (as defined in in Paragraph I.c. of this Section 6.3.5.1), which would require amendment to the Development Agreement between the Township of Berkeley Heights and The Connell Company approved by the Township on October 13, 2016 (the "Connell Development Agreement"), shall thereafter have an affordable housing component of fifteen (15) percent of the total residential units, if any. Pursuant to the Settlement Agreement between the Township of Berkeley Heights and Fair Share Housing Center entered on September 20, 2016, which was incorporated in a Court Order dated October 17, 2016, in the litigation entitled In the Matter of the Application of the Township of Berkeley Heights, County of Union, Docket No. UNN-L-2405-15, any site plan proposed for the MU Zone shall provide for a minimum total of three hundred twelve (312) residential rental units. A "for sale" market residential project would require a renegotiation of the percentage of affordable set aside between the Township and the Developer.
3. All affordable housing units shall be located within the MU Zone.
4. All affordable housing development within the MU Zone shall be subject to the Township's affordable housing ordinances, including Title 18 and 18A of the Township Code, except as otherwise set forth in this Section 6.3.5.1.

G. Standards for Retail and Entertainment Uses

1. The maximum square footage of retail and entertainment venue uses available to the public within the MU Zone shall not exceed 190,000 square feet.
2. No single retail tenant within the MU Zone shall be less than 1,200 square feet.
3. No single retail tenant within the MU Zone shall exceed 45,000 square feet.

4. A maximum of 155,000 square feet of retail and entertainment venue space may be located within standalone retail and entertainment buildings or mixed-use buildings in which the primary use is multi-family residential. A minimum of 30,000 square feet out of the total allowed retail and entertainment square footage shall consist of or be reserved for entertainment venues, such as bowling alleys and movie theaters.
5. The remaining 35,000 square feet of allowed retail and entertainment space is limited to publicly accessible retail and entertainment uses located within buildings in which the primary use is office or research and development.
6. Any cafeterias or amenity spaces exclusively limited to serving tenants of office or research and development buildings are not included within the 190,000 maximum square footage of retail and entertainment venue uses available to the public within the Zone.

H. Standards for Open Spaces

1. A minimum of 5 acres of open spaces shall be provided within the Mixed-Use Zone. Open spaces may consist of publicly-accessible walking trails, parks, dog parks, plazas for seating and events, playgrounds, sports courts and other fitness areas.
2. The minimum of 5 acres of open spaces shall be constructed as part of the initial phase of development within the MU Zone.
3. Any off-leash dog park area shall be confined by a fence with a minimum height of 5 feet.

I. General Development Requirements

1. One or more permitted use may be located in one building or lot.
2. Subdivisions of the overall development tract comprising the MU Zone shall be permitted in phases.
3. The gross floor area of all buildings, excluding structured parking facilities, in the MU Zone shall not exceed a total of 2,250,000 square feet of gross floor area (the "Maximum Buildable Area").

J. Bulk Requirements

1. All requirements set forth in this Section 6.3.5.1 shall be calculated based on the entire land area included within the MU Zone, regardless of any existing or future subdivisions or tax lots.

2. Maximum building height: 150 feet
3. Maximum impervious coverage: 75%
4. Setbacks: all buildings within the MU Zone shall be setback a minimum of 125 feet from the boundary of the MU Zone along Plainfield Avenue and a minimum of 25 feet from all other boundaries of the MU Zone. The building setback requirements shall not be applicable to accessory structures, including, but not limited to, walking trails and fitness equipment.

K. Parking Requirements

1. Requirements by Use: Notwithstanding the requirements set forth in Section 11.1.2, the following shall be the parking requirements applicable to all uses permitted within the MU Zone.
 - a. Office, Research and Development: 1 space per 400 square feet of gross floor area
 - b. All other permitted principal non-residential land uses: 1 space per 300 square feet of gross floor area, except that any portion of a retail use that is occupied by an automated storage and retrieval system for retail goods shall be subject to a requirement of 1 space per 1,000 square feet of gross floor area.
 - c. Multifamily residential dwellings:
 - i. 1 bedroom: 1 space per unit
 - ii. 2 bedroom: 1.5 spaces per unit
 - iii. 3 bedroom: 2 spaces per unit
2. Shared parking is strongly encouraged within the MU Zone in order to maximize the efficiency of parking facilities. The cumulative parking requirements for all land uses within the MU Zone may be reduced if it can be demonstrated that the peak usage of multiple land uses occur at different times. In order to obtain approval for a reduction of the cumulative parking requirement based on shared parking principles, a Shared Parking Plan prepared by a licensed engineer or planner shall be submitted to the Township Planner for administrative review and approval. The Shared Parking Plan shall be based on a shared parking model published by the Institute of Transportation Engineers (ITE), the Urban Land Institute (ULI) or another other widely accepted industry model.

L. Signs

Notwithstanding anything to the contrary in Part 5 of this Municipal Land Use Procedures Ordinance:

1. A total of three monument signs shall be permitted within the MU Zone, consisting of two along Plainfield Avenue (one at the entrance to the flyover ramp and one at Connell Drive) and one along Oak Way, subject to the following requirements.
 - a. The total area of a monument sign shall not exceed 100 square feet (each face), inclusive of its base.
 - b. The maximum height of a monument sign shall not exceed 10 feet, inclusive of its base.
 - c. The monument sign may contain panels for individual retail tenants which shall have a maximum letter height of 12 inches. The materials and color for the individual tenant panels shall be uniform in color and consistent with the overall design of the monument sign.
 - d. All monument signs shall be set back at least 10 feet from the MU Zone boundary.
 - e. All monument signs shall have an attractive base with decorative landscaping.
 - f. All monument signs shall be externally illuminated.
2. Wall signs shall be permitted on each building façade facing a parking area or internal roadway, subject to the following requirements:
 - a. Permitted signage area for the existing hotel use within the MU Zone shall be as follows:
 - ii. Maximum signage area on the west elevation of a building shall be 1,450.6 square feet;
 - iii. Maximum signage area on a south area of a building shall be 341.4 square feet;
 - iv. Maximum total signage area shall be 2,620.8 square feet.
 - b. No tenant shall be permitted more than one wall sign on a single building façade. No more than 2 wall signs are permitted per tenant.
 - c. The total area of a wall sign for any retail tenant renting less than 20,000 square feet shall not exceed 48 square feet.
 - d. The total area of a wall sign for any retail tenant renting 20,000 square feet or more shall not exceed 120 square feet.
 - e. Any building with multiple tenants shall be required to submit a sign plan indicating the location and size of all wall signs.
 - f. Wall signs shall be halo-illuminated (back-lit channel letters) or externally illuminated.

- g. Wall signs shall be permitted on the top story of buildings. However, no roof-mounted signage is permitted.
- 3. Each tenant shall be permitted one window sign, subject to the following requirements:
 - a. Maximum number: 1 sign per tenant.
 - b. Maximum area: 25% of the area of the window on which the sign is located.
 - c. Illumination: not permitted.
 - d. A window sign shall only pertain to the establishment occupying the portion of the premises where the window is located.
 - e. Window signs shall be consistent in color and design as other signs for the same tenant.
- 4. Each tenant shall be permitted one vertical or horizontal blade sign.
 - a. A blade sign shall not exceed 6 square feet in area (each face)
 - b. Blade signs shall be halo-illuminated (back-lit channel letters) or externally illuminated.
- 5. Artistic murals that do not promote the goods and/or services of an owner, tenant or vendor are permitted and shall not be deemed "signs" within the meaning of this Municipal Land Use Procedures Ordinance.
- 6. One freestanding pole-mounted sign oriented to Interstate 78 shall be permitted within the MU Zone.
 - a. Maximum area: 525 feet (each face)
 - b. Maximum height: 110 feet
- 7. A comprehensive directional and wayfinding signage program for the entire MU Zone shall be permitted to orient visitors to specific uses. Such signage may include individual branding for uses located within the MU Zone. The directional and wayfinding signage program shall be subject to review by the Planning Board.

M. Part 19 of this Municipal Land Use Procedures Ordinance shall not apply to development within the MU Zone.

N. Annexed hereto as Exhibit A is the current concept plan (the "Concept Plan") for development of the MU Zone. Upon approval of this Ordinance, the owner shall be entitled to develop the MU Zone under a plan that differs from the Concept Plan, so long as it remains in compliance with this Ordinance.

Section 3. *The Code of the Township of Berkeley Heights*, Appendix A (“Municipal Land Use Procedures Ordinance”) is hereby amended to replace all references to the “OR-A” zone with reference to the “MU” zone, only in the following sections:

- Section 2.1.1 (Words and Terms Defined; Usage)
- Section 3.1.2 (General Regulations), Paragraph G only
- Section 3.1.10 (Dish Antennae – General Regulations), Paragraphs A and C
- Article 5.3 (DEFINITIONS), under definition of “Office and Research Zone”
- Section 7.1.5 (Conditional Uses Enumerated), Paragraph G

Section 4. *The Code of the Township of Berkeley Heights*, Appendix A (“Municipal Land Use Procedures Ordinance”) is hereby amended to delete all references to the “OR-A” zone, only in the following sections:

- Section 3.1.2 (General Regulations), Paragraph A only
- Section 5.4.4 (OR, OR-A, and OR-B Zones), Header and Paragraph 1
- Section 19.4.1 (Application)

Section 5. The provisions of this Ordinance shall be severable. In the event that any portion of this Ordinance is found to be invalid for any reason by any court of competent jurisdiction, such judgment shall be limited in its effect only to that portion of the Ordinance actually adjudged invalid and shall not be deemed to affect the operation of any other portion thereof, which shall remain in full force and effect.

Section 6. This Ordinance is not meant to repeal any provisions of the Municipal Land Use Procedures Ordinance or any other ordinance other than those designated herein, and all ordinances or portions of ordinances which are inconsistent or in conflict with the provisions of this Ordinance are repealed only to the extent of such inconsistency or conflict.

Section 7. The Township Clerk is directed to give notice at least ten days prior to a hearing on the adoption of this ordinance to the Union County Planning Board and to all other persons entitled to notice under N.J.S.A. 40:55D-15 and N.J.S.A. 40:55D-63.

Section 8. After introduction, the Township Clerk is hereby directed to submit a copy of this Ordinance to the Planning Board of the Township of Berkeley Heights for its review in accordance with N.J.S.A. 40:55D-26 and N.J.S.A. 40:55D-64.

Section 9. This Ordinance shall be presented to the Mayor for her approval and signature, which approval shall be granted or denied within ten days of receipt of same, pursuant to N.J.S.A. 40:69A-149.7. If the Mayor fails to return this Ordinance with either her approval or objection to

same within ten days after it has been presented to her, then this Ordinance shall be deemed approved.

Section 10. This Ordinance shall take effect upon passage and publication according to law.

INTRODUCED the 2nd day of February, 2021.

ADOPTED the _____ day of _____, 2021.

By: _____
Angie Devanney, Mayor

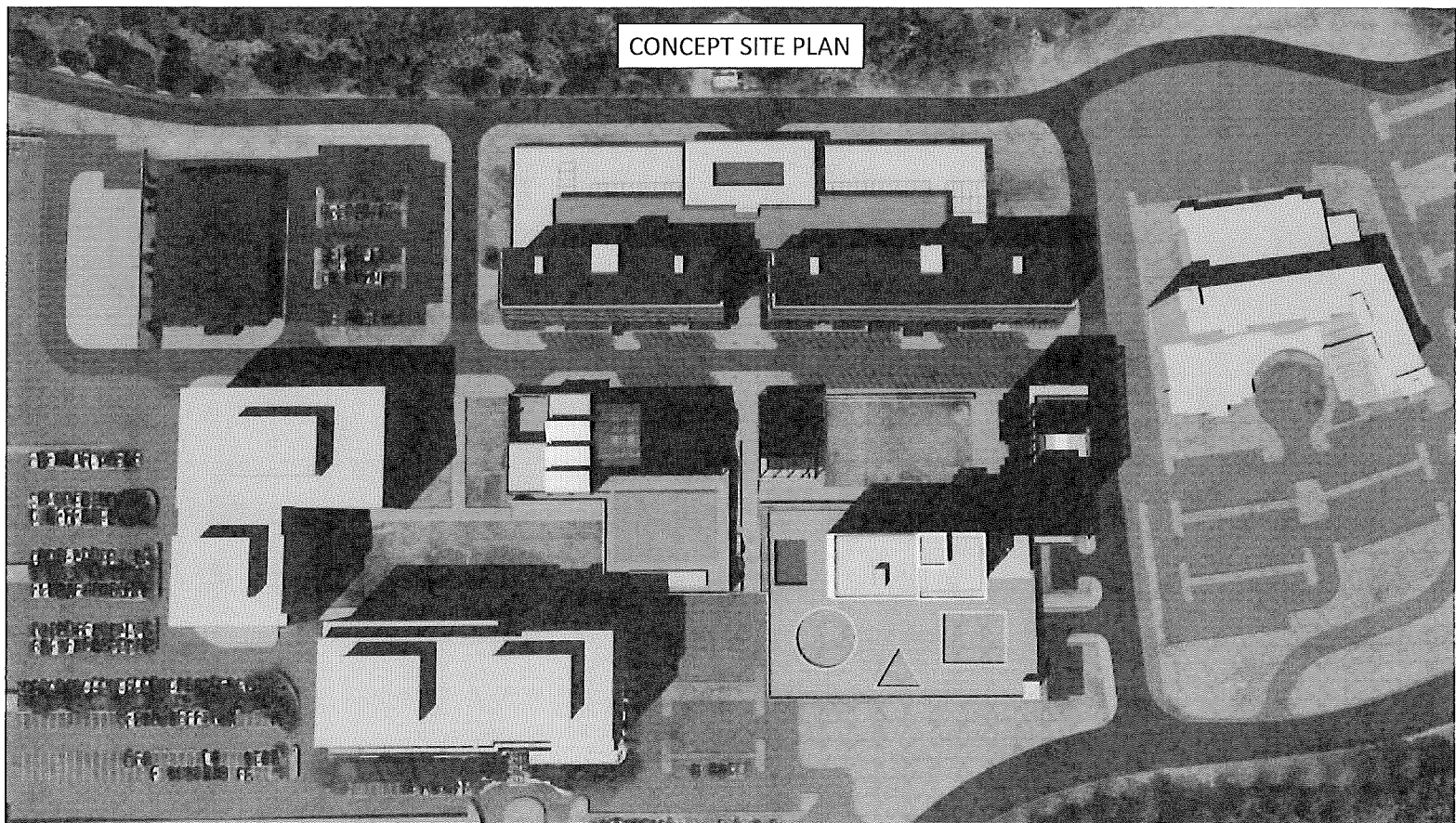
ATTEST:

Ana Minkoff, Township Clerk

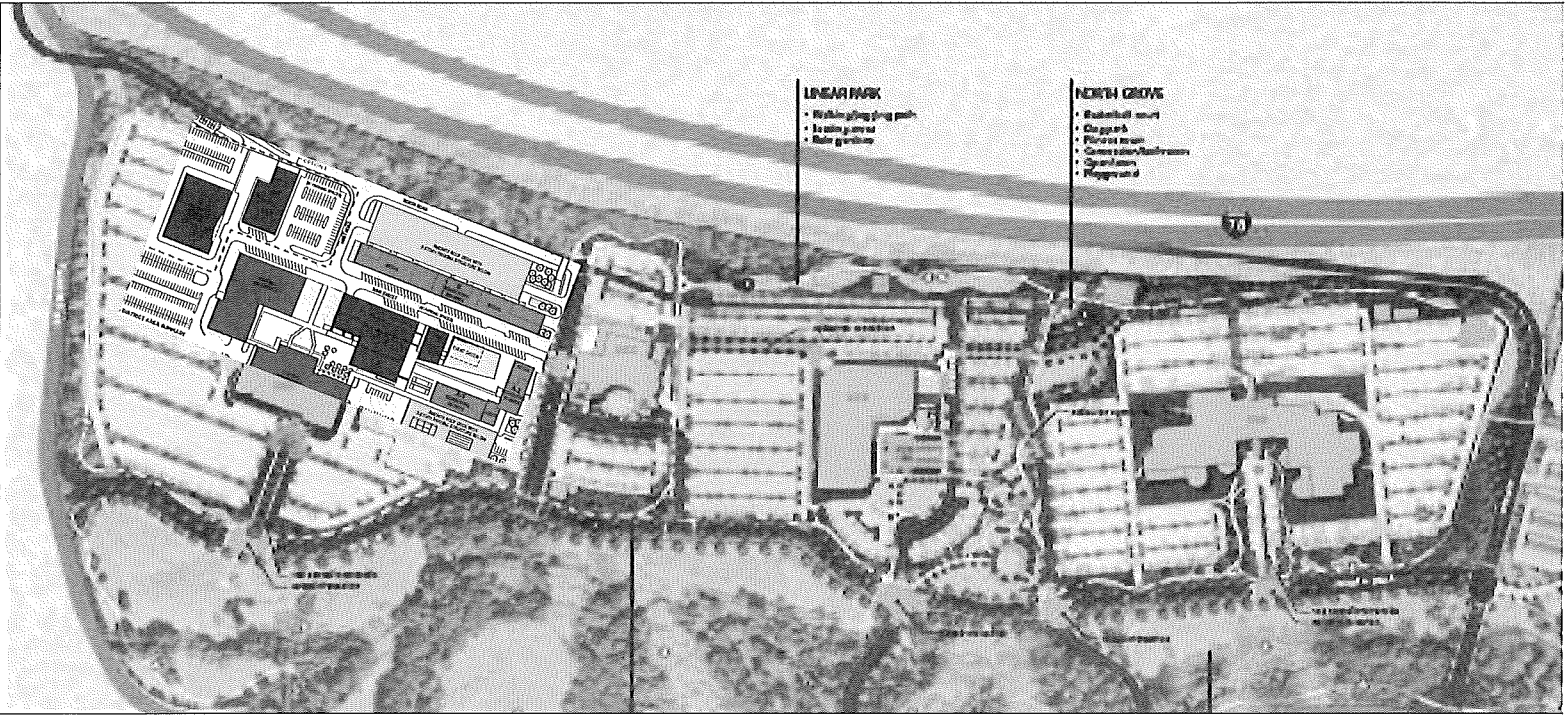
CONCEPT SITE PLAN



CONCEPT SITE PLAN



CONCEPT SITE PLAN



**NOTICE OF
INTRODUCTION**

Ordinance -2021

An Ordinance of the Township of Berkeley Heights, County of Union, State of New Jersey, Amending *The Code of the Township of Berkeley Heights*, Appendix A ("Municipal Land Use Procedures Ordinance") to replace the current OR-A and OR-A1 Zones with a new Mixed-Use Zone.

I, Ana Minkoff, Township Clerk of the Township of Berkeley Heights, do hereby certify that the foregoing Ordinance was introduced on First Reading at a meeting of the Township Council of the Township of Berkeley Heights, County of Union and State of New Jersey, on **February 2, 2021** and that said Ordinance shall be submitted for consideration and final passage at the Public Hearing to be held on **March 2, 2021 at 7:00 p.m.** or as soon thereafter, as practical, via Zoom: <http://zoom.us/j/3575747364>, if you need to enter a meeting ID it is: **357-574-7364**. At which time and place all persons interested therein or affected thereby, will be given an opportunity to be heard concerning the same. Alternatively, you may submit written comments in advance of the meeting either via electronic mail (to: aminkoff@bhtwp.com) or by written letter (to: Township Clerk, 29 Park Avenue, Berkeley Heights, NJ 07922), including commenter's full name and address, which must be received by the Township Clerk by 4:00 P.M. on the date of the Zoom meeting. During the week prior to, and up to the time of Public Hearing, copies of said Ordinance will be available by contacting the Municipal Clerk via email, aminkoff@bhtwp.com, or by calling 908-464-2700, and at the website www.berkeleyheights.gov, for the members of the general public who shall request the same.

**Ana Minkoff
Township Clerk**

ROLL CALL	AYE	NAY	ABSTAIN	ABSENT
BRAHIMAJ	✓			<input type="checkbox"/>
COUTO	✓			
KINGSLEY	✓			
MEDEIROS	✓			
VARNERIN			✓	
YELLIN	✓			
TIE:				
MAYOR DEVANNEY				

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

NOTICE OF FINAL ADOPTION

**PUBLIC HEARING AND FINAL ADOPTION OF ORDINANCE
INTRODUCED ON FEBRUARY 2, 2021:**

An Ordinance of the Township of Berkeley Heights, County of Union, State of New Jersey, Amending *The Code of the Township of Berkeley Heights*, Appendix A (“Municipal Land Use Procedures Ordinance”) to replace the current OR-A and OR-A1 Zones with a new Mixed-Use Zone.

I, Ana Minkoff, Township Clerk of the Township of Berkeley Heights, County of Union, State of New Jersey, hereby certify that the above entitled Ordinance was adopted on final Passage by the Township Council of the Township of Berkeley Heights at its meeting held on March 2, 2021.

**Ana Minkoff,
Township Clerk
Township of Berkeley Heights**

Agenda Item # /

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

RESOLUTION

BE AND IT IS HEREBY RESOLVED by the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, in meeting assembled, authorizes and directs the Township Treasurer to make payment of vouchers listed on the Bill List dated 3/2/21, in the amount of \$300,981.55 such vouchers having been received by the Township Council, having been satisfied that appropriate procedure has been followed in the processing of said vouchers.

APPROVED this 2nd day of March, 2021.

ATTEST:

Ana Minkoff
Township Clerk

#2

**TOWNSHIP OF BERKELEY HEIGHTS
COUNTY OF UNION**

**A RESOLUTION TO AWARD PAYMENT OF 2020 LOSAP BENEFITS
TO ELIGIBLE MEMBERS OF THE TOWNSHIP OF BERKELEY HEIGHTS
VOLUNTEER RESCUE SQUAD**

WHEREAS, the Council of the Township of Berkeley Heights, Union County, New Jersey, has adopted Ordinance #10-2019 establishing and implementing Length of Service Awards Program (LOSAP) pursuant to N.J.S.A. 40A:14-183, and

WHEREAS, in accordance with the LOSAP program, a list of eligible members and corresponding award has been presented to the Chief Financial Officer, a copy of the same being annexed hereto; and

WHEREAS, a list of eligible members and proposed award has been reviewed and approved by the Chief Financial Officer and funds have been certified by the Chief Financial Officer; and

NOW, THEREFORE BE IT RESOLVED, by the Council of the Township of Berkeley Heights, does hereby approve the list of Fifteen (15) eligible members to receive full benefits, One Thousand One Hundred Seventy One Dollars and Eighty Five cents (\$1,171.85) per eligible member, for a proposed total award of Seventeen Thousand Five Hundred Seventy Seven Dollars and Seventy Five cents (\$17,577.75) for 2020 LOSAP benefits, for eligible members of the Township of Berkeley Heights Volunteer Rescue Squad as annexed hereto and made a part hereof and authorized payment in accordance therewith.

APPROVED this 2nd day of March, 2021

ATTEST:

Ana Minkoff
Township Clerk

As of Dec 31, 2020

2020 LOSAP Points

Member	Hours 2020	Hours points										TOTAL
		Regular by July 1st	Back up calls	Line or admin officer	Trustee and Del	Business Meeting	Training Meeting	Committee Meetings	Events Officer	meeting		
Birnbaum, David	798	Y	60	1	5	5	10	4	13		98	
	741	Y	60	2			7	0	11	4	85	
	800	Y	70				10	6	22		108	
	911	Y	70	1		5	11	5	30		122	
	794	Y	60		5		10	6	13		94	
Lee, Nathan	937	Y	70	2	10		11	12	2		118	
Meyer, Howie	1308	Y	70	1		5	11	3	12		102	
Minguet, Benoit	698	Y	40		10		10	6	14		91	
Plocinski, Joe	802	Y	70		10		10	4	20		125	
Poulos, Monica	770	Y	60		10		11	7			88	
Robaire, Sandra	715	Y	60				11	7	5	2	85	
Savino, Joe	920	Y	70	1	10		11	7	10		120	
Schnitzer, Marc	870	Y	70	1	10		10	8	16		126	
Sternberg, Ori	1009	Y	70	1	10		11	7	20		130	
Young, Michele	835	Y	70	1	10	5	11	7	4		108	

1. Riding hours – Based on # of hours signed up in EMS manager and verified by Operations Lt.:

More than 800 hours yearly – 70 points

710-800 hours yearly – 60 points

600-709 hours yearly – 40 points

85 point to Qualify

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

RESOLUTION

WHEREAS, John DiPasquale, was the Police Chief and the custodian of the Police Department Petty Cash Fund,

WHEREAS, in accordance with N.J.S.A. 40:5-21, the Police Department is changing custodian to the new Police Chief, Jason Massimino, and

WHEREAS, Jason Massimino is bonded through the Garden State Municipal Joint Insurance Fund.

NOW THEREFORE, BE IT RESOLVED that the Township of Berkeley Heights, County of Union, hereby authorizes such action and two copies of this resolution be filed with the Division of Local Government Services, New Jersey Department of Community Affairs for approval.

Approved this 2nd day of March, 2021.

ATTEST:

**Ana Minkoff
Township Clerk**

#4

**TOWNSHIP OF BERKELEY HEIGHTS
COUNTY OF UNION, NEW JERSEY**

**A RESOLUTION AWARDING A PROFESSIONAL SERVICES CONTRACT TO
NEGLIA ENGINEERING ASSOCIATES FOR LAND SURVEYING SERVICES,
TAX MAPS UPDATES**

WHEREAS, the Township of Berkeley Heights is in need of contracting for professional services to provide Tax Map Updates; and

WHEREAS, the Local Public Contracts Law, N.J.S.A. 40A:11-1 et seq., requires a resolution authorizing the award of the contract for professional services without competitive bid and that the contract itself must be available for inspection; and

WHEREAS, on January 5, 2021 Neglia Engineering Associates was deemed qualified to provide professional general engineering services to the Township of Berkeley Heights as part of a Fair and Open process in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.5; and

WHEREAS, Neglia Engineering Associates has provided proposal dated February 16, 2021, said proposal consisted of the following services: An update of the Townships Tax Maps to meet current State of New Jersey Regulations and Standards. The updates will be completed in several phases, this scope is for portion of the required tasks only. Professional Services for land surveying and mapping to provide rasterized images of the existing tax maps (approximately 15 sheets) in a digital format. The total cost proposed is \$20,000.00.

NOW, THEREFORE, BE IT RESOLVED by the Governing Body of the Township of Berkeley Heights that the Mayor of the Township of Berkeley Heights is hereby authorized to execute and attest to an agreement with Neglia Engineering Associates for Land Surveying Services, Tax Maps Updates at a fee not to exceed \$20,000.00, pursuant to their proposal dated February 16, 2021. This contract is awarded without competitive bids as a "professional services contract" in accordance with N.J.S.A. 40A:11-5(1)(a)(l) of the Local Public Contracts Law and pursuant to a Fair and Open process in accordance with the New Jersey Local Unit Pay-to-Play Law, N.J.S.A. 19:44A-20.5, et seq.; and

BE IT FURTHER RESOLVED, that the Chief Financial Officer has issued a Certificate Available Funds which is incorporated herein by reference, for an amount not to exceed \$20,000.00

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

APPROVED this 2nd day of March, 2021.

ATTEST:

Ana Minkoff
Township Clerk

Certification of Availability of Funds

As required by N.J.S.A. 40A:4-57, N.J.A.C. 5:30-5.1 et seq., and any other applicable requirement, I, Eugenia Poulos, Chief Finance Officer of the Township of Berkeley Heights have ascertained that, upon adoption of this resolution, there will be available, sufficient and uncommitted appropriations to execute a contract with Neglia Engineering Associates for Tax Map updates, in an amount not to exceed \$20,000.00 from the following account, 1-01-20-710-031, subject to approval of 2021 budget.

Eugenia Poulos

AGREEMENT FOR PROFESSIONAL SERVICES

DATE: February 16, 2021

TO: Mayor and Council
Township of Berkeley Heights
29 Park Avenue
Berkeley Heights, NJ 07922

ATTN.: Ms. Liza Viana
Business Administrator

FROM: Thomas R. Solfaro, P.E., C.M.E.
Gary A. Veenstra, P.L.S.

RE: Proposal for Professional Surveying Services
Tax Map Updates (Continuation of FY2020)
Township of Berkeley Heights, Union County, New Jersey

Neglia Engineering Associates (NEA) has received a request to provide Professional Surveying Services for the above referenced project. We understand the Township is requesting an update of their Tax Maps to meet current State of New Jersey Regulations and Standards. The updates will be completed in several phases; therefore, this scope is for a portion of the required tasks only.

This agreement, when approved by the Township of Berkeley Heights, will be completed as follows:

- 1) On a **lump sum basis** for a cost of **Nineteen Thousand Dollars (\$19,000.00)** representing Professional Services for land surveying and mapping to provide rasterized images of the existing tax maps (approximately 15 sheets) in a digital format.
- 2) On a **material basis** for a cost of **One Thousand Dollars (\$1,000.00)** representing reimbursable expenses for obtaining required deed and map documents. Estimated allowance.

This document constitutes an agreement for services that will be provided subject to the attached Standard Terms and Conditions. Please sign, date this agreement, and return to our office to serve as our notice to proceed, accepting the terms of this proposal.

We will provide the following:

I. BACKGROUND

Neglia Engineering Associates (NEA) understands that the Township of Berkeley Heights would like to update their tax maps to ensure they conform to the latest MODIV tax records and also comply with the current State regulations and standards. NEA has performed a cursory review of the current tax maps (59 sheets) and has estimated the changes that would have to be made in order to comply with the current Regulations and Standards of the State of New Jersey, Department of Treasury, Division of Taxation.



A majority of the current Township tax maps were completed in April 1971 and formally stamped by the Director, Division of Taxation on July 1, 1971. It appears Sheets 29.01 and 46.01 have not been submitted for State approval. The tax maps reviewed were last revised on December 31, 2007. We are providing this scope as an option to perform a portion of the requested updates. Based on our estimate of the level of effort required, we believe we can update approximately 15 sheets for the allotted budget.

As stated, NEA has performed a partial review of the current tax maps and MODIV as a basis for this estimate. Please carefully review the scope of services, conditions, and exclusions before accepting this proposal for professional services.

NEA also anticipates that the Township of Berkeley Heights will supply the necessary deeds, maps, subdivisions, tidelands grants/conveyances, easement and taking maps needed to perform any tax map updates. The Township agrees to assist NEA by providing any available information pertinent to the Project, including a duplicate of the current tax rolls, and any other data relative to the mapping updates.

II. SCOPE OF SERVICES

A. Raster Image Tax Maps

We will scan the current original mylar tax maps (about 15 sheets) to create a raster image for each sheet enabling manipulation in AutoCAD. These images will be stored as a .DWG file and all future modifications will be performed within this file. We intend to include the State approval stamp and the current title blocks will remain the same. We will add the necessary notes and revision dates to indicate the process used to perform the updates.

We will examine the current tax records (MODIV) and mapping for discrepancies in lot numbering due to subdivisions, condominium developments, and labeling. NEA will confirm new lot areas, exemption status, land locked status, and attempt to clarify any issues that may arise from our initial review.

If NEA determines that additional deed documents and/or mapping are required to establish the status or geometry of a certain parcel, we will obtain the necessary documents and invoice the Township at cost, on a material basis, without having to request additional authorization. We have included an allowance of \$1000 to obtain these documents. (This is an estimated allowance)

This scope also includes up to two meetings with Township Officials to discuss and review this project. This option will not satisfy the pending State digital tax map guidelines and standards but will be adequate for current use.

We may need to submit Sheets 29.01, 46.01, and any newly created sheets for State review and approval.



III. DELIVERABLES

We will provide a digital file in AutoCAD (.dwg) format and will prepare and forward three sets of paper copies, and one set of Mylar copies of the completed sheets (approximately 15 sheets) once modifications have been completed.

IV. TIMEFRAME

Neglia Engineering Associates is prepared to initiate services upon receipt of a signed agreement and the Tax Record duplicates. Estimate for completion is based on the timely receipt of the necessary documents, deeds, surveys, maps, etc. from the Township. Estimate does not include review of mapping by the New Jersey Department of Treasury, Division of Taxation.

Raster Image Tax Maps – Approximately 4 months to complete modifications.

V. PAYMENTS AND COST OF SERVICES

Invoices will be submitted to your attention on a monthly basis to monitor the progress of the project. Cost of services are listed on page one of this proposal.



VI. CONDITIONS AND EXCLUSIONS

This proposal does not include any other site / civil design aspects other than those design items mentioned above. It assumes that off-site utility work / design will not be required for the project and that off-site utilities have sufficient capacity. The proposal does not include any survey and off-site survey, boundary survey, wetland delineation and wetland surveying services, construction stakeout or construction management service, as-built survey work and / or subdivision plat preparation unless otherwise included within the Scope of Services section of this proposal.

This proposal does not include the structural design of retaining walls, bridges, culverts, or any other proposed modified structure not mentioned within the scope unless specifically mentioned above. It also does not include irrigation design and plans unless specifically mentioned above.

This proposal does not include geotechnical engineering studies / services which include but are not limited to soil borings, test pits and percolation tests, phase one audit, environmental impact statement or assessment, threatened and endangered species studies, flood studies, foundation design, professional planning services, Phase I and Phase II environmental investigations / studies, archeological studies, buoyancy calculations, visual impact assessment, underground garage structure design, environmental remediation, mitigation, UST remediation, asbestos removal, septic system design, holding tank design, pump station design, or other environmental concerns. This proposal does not include air quality studies or glare and noise studies. This proposal does not include any permitting other than those permits mentioned above. In addition, this proposal does not include fire flow test and / or study, any traffic / transportation studies, planning studies and / or testimony, and NJDEP permitting unless otherwise mentioned within the Scope of Services section of this proposal. The proposal has been prepared assuming that your project attorney will prepare all applications excluding those listed above.

Any deviation from the scope of work outlined in this proposal once the detailed engineering work has commenced will be immediately brought to your attention and a separate budget will be provided to you. In addition, revisions to the plans based on input received from public agencies, officials, adjacent property owners, your office, etc. through the course of the project are unforeseen and the extent is outside of our control. Revisions are also generated from input by the project team and possibly your construction manager. For this reason, revisions will not be completed unless a change order contract is reviewed and approved. In addition, Neglia Engineering Associates cannot guarantee the approval of any submitted application or package to review agencies or municipal boards.

VII. GENERAL TERMS AND CONDITIONS

ARTICLE I - METHOD OF CHARGING AND PAYMENT CONDITIONS:

Compensation for the engineering and related Services ("Services") to be provided by Neglia Engineering Associates ("Neglia") shall be based on the Schedule of Fees and Charges identified in the Proposal. Neglia periodically shall submit invoices to the Client. Client shall pay each invoice within thirty (30) days of the date of the invoice. However, if Client objects to all or any



portion of any invoice, Client shall so notify Neglia in writing of the same within fifteen (15) days from date of invoice, give reasons for the objection, and pay that portion of invoice not in dispute. Client shall pay an additional charge of one and one-half percent (1 1/2%) of the amount of the invoice per month for any payment received by Neglia more than thirty (30) days from the date of invoice. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal. The additional charge shall not apply to any disputed portion of any invoice resolved in favor of Client. In the event of a legal action brought by Neglia against Client for invoice amounts not paid, Attorneys' Fees, Court Costs, and other related expense shall be paid to the prevailing party by the other party.

ARTICLE II - PROFESSIONAL RESPONSIBILITY:

Neglia represents that Services shall be performed, within the limits prescribed by Client, in accordance with the 'Scope of Services' contained in the Proposal and in a manner consistent with that level of care and skill ordinarily exercised by other comparable professional engineering firms under similar circumstances at the time the Services are performed. No other representations to Client, expressed or implied, and no warranty or guarantee is included or intended, hereunder, or in any report, opinion, document, or otherwise.

ARTICLE III - LIMITATIONS OF LIABILITY:

The liability of Neglia, its employees, agents, and subcontractors (hereinafter for purposes of this Article III referred to collectively as "Neglia"), for Client's claims of loss, injury, death, damage or expense, including, without limitation, Client's claims of contribution and indemnification with respect to third party claims relating to the Services or to obligations imposed, hereunder, (hereinafter, "Client's Claims") shall not exceed the aggregate: (1) the total sum of Neglia's fee or \$ 50,000.00, whichever is greater, for Client's Claims arising out of professional negligence, including errors, omissions or other professional acts, and including unintentional breach of contract; or (2) the total sum of \$ 250,000 for Client's Claims arising out of negligence, or other causes for which Neglia has any legal liability, other than as described in (1) above.

In no event shall either Neglia or Client be liable for consequential or indirect damages, including, without limitation, loss of use or loss of profits, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

ARTICLE IV - INDEMNIFICATION:

If any claim is brought against Neglia, its employees, agents or subcontractors (hereinafter for purpose of this Article IV referred to collectively as "Neglia") and/or Client by a third party, relating in any way to the Services, the contribution and indemnification rights and obligations of Neglia and Client, subject to the limitations of liability under Article III above, shall be determined as follows: (1) if any negligence, breach of contract, or willful misconduct of Neglia caused any damage, injury or loss claimed by the third party, then Neglia and Client shall each indemnify the



other against any loss of judgment on a comparative responsibility basis under comparative negligence principles (Client responsibility to include that of its agents, employees and other contractors); and (2) unless Neglia was guilty of negligence, breach of contract, or willful misconduct which in whole or in part caused damage, injury or loss asserted in the third party claim, Client shall indemnify Neglia against the claim, liability, loss, legal fees, consulting fees and other costs of defense reasonably incurred.

ARTICLE V - INSURANCE:

Neglia agrees to maintain (1) Statutory Workers' Compensation; and (2) Comprehensive General and Automobile Insurance Coverage in the sum of not less than \$ 1,000,000.

ARTICLE VI - FORCE MAJEURE:

Neither party shall hold the other responsible for damages or delays in performance caused by force majeure, acts of God, or other events beyond the control of the other party or that could not have been reasonably foreseen and prevented. For this purpose, such acts or events shall include, but not be limited to, unusual weather affecting performance of the Services, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material for the Services. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties and to resume as soon as reasonably possible the normal pursuit of the Services.

ARTICLE VII - TERMINATION AND SUSPENSION OF WORK:

The obligation to provide further Services under this Agreement may be terminated by either party upon fourteen (14) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. In the event of termination, Neglia shall be paid for all services rendered up to and including the date of termination. The parties agree that Neglia may elect to suspend providing services under this Agreement if payment of any invoice is not made within thirty (30) days of the date of the invoice as provided in Article I. In the event that the termination was initiated by the Client, Client agrees to pay Neglia Engineering Associates an additional ten percent (10%) of the total fee earned by Neglia Engineering Associates.

ARTICLE VIII - REUSE OF DOCUMENTS:

All documents, including Drawings and Specifications prepared by Neglia pursuant to this Agreement, are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by Client or others on extensions of the Project or on any other Project. Any reuse, without written verification of adaptation by Neglia for the specific purpose intended, will be at Client's sole risk and without liability or legal exposure to Neglia; and Client



shall indemnify and hold harmless Neglia from all claims, damages, losses, and expenses including Attorneys' fees arising out of or resulting there from. Any such verification or adaptation will entitle Neglia to further compensation at rates to be agreed upon by Client and Neglia.

ARTICLE IX - CONTROLLING LAW:

Any element of this Agreement held to violate a law or regulation, or whose insurability cannot be confirmed by design professional, shall be deemed void, and all remaining provisions shall continue in force. However, client and design professional will in good faith attempt to replace any such voided element with one that is enforceable and/or insurable, and which comes as close as possible to expressing the intent of the original provision.

ARTICLE X - SUCCESSORS AND ASSIGNS:

Client and Neglia each bind themselves and their Partners, Successors, Executors, Administrators, Assigns, and Legal Representatives to the other party to this Agreement and to the Partners, Successors, Executors, Administrators, Assigns, and Legal Representatives of such other party in respect to all covenants, agreements, and obligations of this Agreement. Neither Client nor Neglia shall assign, sublet, or transfer any rights under, or interest in, this Agreement without the written consent of the other party, except as set forth below. Unless specifically stated to the contrary, in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Neglia from employing such independent consultants, associates, and subcontractors, as it may deem appropriate, to assist in its performance of services, hereunder. Nothing herein shall be construed to give any rights or benefits hereunder to anyone other than Client and Neglia.

ARTICLE XI - ARBITRATION:

All claims, counterclaims, disputes, and other matters in question between the parties, hereto arising out of or relating to this Agreement or the breach thereof, will be decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association. This Agreement to arbitrate and any other agreement or consent to arbitrate entered into will be specifically enforceable under the prevailing arbitration law of any court having jurisdiction. Notice of demand for arbitration must be filed in writing with the other parties to this Agreement and with the American Arbitration Association. The demand must be made within a reasonable time after the claim, dispute or other matter in question has arisen. In no event may the demand for arbitration be made after institution of legal or equitable proceedings based on such claim, dispute or other matter in question would be barred by the applicable statute of limitations.

All demands for arbitration and all answering statements thereto, which include any monetary claim, must contain a statement that the total sum or value in controversy as alleged by the party making such demand or answering statement is not more than \$ 200,000.00 (exclusive of interest and costs.) The arbitrators will not have jurisdiction, power, or authority to consider, or make findings (except in denial of their own jurisdiction) concerning any claim, counterclaim, dispute,



or other matter in question where the amount in controversy thereof is more than \$ 200,000.00 (exclusive of interest and costs) or to render a monetary award in response thereto against any party which totals more than \$ 200,000.00 (exclusive of interest and costs.)

No arbitration arising out of, or relating to, this Agreement, may include, by consolidation, joinder, or in any other manner, any person or entity who is not a party to this Agreement.

The award rendered by the arbitrators will be final, not subject to appeal, and judgment may be entered upon it in any court having jurisdiction thereof.



GENERAL TERMS

- Client agrees to assist Neglia Engineering Associates (NEA), by placing to NEA disposal, all available information pertinent to the Project including previous reports, maps, deeds, surveys, easement descriptions and any other data relative to design or construction of the Project.
- Client will arrange for access to and make all provisions for NEA to enter upon public and private property, as required for NEA to perform services.
- Client shall be responsible for such legal services as Client may require or NEA may reasonably request with regard to legal issues pertaining to the Project.
- In any dispute involving the accuracy of surveying services, NEA will have no liability to anyone if referenced points set by NEA have not been preserved. NEA field notes will govern in any dispute.
- Client understands that NEA cannot, and does not, assure favorable action or timely action by any governmental entity.
- Client agrees that any work not specifically included in this proposal or work beyond the scope of this proposal will be classified as extra work. If additional services are required from NEA by the Client, fees for such services will be incurred on the basis of either time and material or on terms that the parties mutually agree upon. N.E.A. will provide the client with an estimate of the amount anticipated for the extra, prior to commencing any extra work.
- Suspension of work on this project in excess of 60 days (if directed by Client) will cause NEA to sustain unexpected costs to resume work. Client agrees that additional compensation, as agreed by the parties, will be paid to NEA before such work resumes. The fee for uncompleted portions of the work is subject to re-negotiation after a suspension period of 120 days.
- The individual(s) executing this contract, if acting on behalf of a municipality, municipal authority, corporation, or funding agency, represent that they have the authority to do so.
- This proposal is good for sixty (60) days from the submission date.
- This proposal is subject to a six (6%) percent annual inflation adjustment every January 1st.



Thank you for affording us the opportunity to be of service. We look forward to working with you on this project. Please call if there are any questions, or if we can be of further assistance.

Very truly yours,
Neglia Engineering Associates

Very truly yours,
Neglia Engineering Associates

Thomas R. Solfaro, P.E., C.M.E.
Director, Municipal Division
Township Engineer

Gary A. Veenstra, P.L.S.
Director of Surveying & Mapping

Attachments

2021 Municipal Hourly Billing Rates

Accepted this _____ day of _____ 2021

By: _____

Title: _____



**BERKELEY HEIGHTS
HOURLY BILLING RATES**

PRINCIPAL	\$140.00
COMPUTER AIDED DESIGNER	\$ 85.00
PROFESSIONAL SURVEYOR / PROJECT MANAGER	\$130.00
SURVEY ANALYST	\$110.00
3 MAN SURVEY CREW	\$215.00
2 MAN SURVEY CREW	\$175.00
1 MAN SURVEY CREW	\$135.00

REIMBURSABLE EXPENSES

PAPER PRINTS (All Sizes)	\$ 2.00/sheet
MYLARS	\$15.00/sheet
COLOR PRINTS	\$53.00/sheet
PHOTOCOPIES (Black & White)	\$.15/page
PHOTOCOPIES (Color)	\$.25/page
DEED COPIES	\$ 15.00/Lot
MAP COPIES	\$ 20.00/Map

Rates Effective January 01, 2021

45

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

RESOLUTION

WHEREAS, by Resolution of the Township Council on December 8, 2020, the Township of Berkeley Heights authorized engaging the services of De Block Environmental Services, LLC, P.O. Box 675 Woodland Park, New Jersey, 07424 ("De Block") a professional engineering firm for the purposes of providing on-call licensed operator (S-4) services for the Township's wastewater treatment facilities pending the Township's efforts to employ an individual holding such license; and

WHEREAS, the Township's contract with De Block is consistent with the requirements of N.J.A.C. 7:10A-1.10(f) requires that anytime the licensed operator is unavailable to cover the system for which he or she is the licensed operator, the owner shall obtain the services of a licensee holding a license not more than one class lower than the classification required for the operation of the system to cover the system during the unavailability of the licensed operator; and

WHEREAS, the staffing conditions causing the need for the services being provided by De Block are anticipated to continue through August 2021; and

WHEREAS, the Township Council finds it to be in the best interests of the Township to authorize an amendment to the professional services contract with De Block for the continued provision of on-call licensed operator (S-4) services through August 31, 2021 along with an appropriate increase in the contract amount to account for the additional services anticipated to be required during the extended contract term; and

WHEREAS, the Chief Financial Officer of the Township of Berkeley Heights has certified below that adequate funds for the amended contract for 2021 are available and are designated in the Account 0-01-30-818-028. Funds for 2021 will be subject to the 2021 budget.

NOW, THEREFORE, BE IT RESOLVED that the Township Council of the Township of Berkeley Heights, County of Union, State of New Jersey, hereby authorizes and ratifies an amendment to the Township's contract with De Block Environmental Services, LLC, P.O. Box 675, Woodland Park, New Jersey, 07424, for on-call licensed operator (S-4) services for the Township wastewater treatment facilities to: (1) increase the total contract amount (inclusive of all prior costs incurred during the contract period beginning April 20, 2020) to an amount not to exceed \$130,000.00; and (2) extending the contract end date to August 31, 2021, or such earlier termination date should the Township employ or contract for an individual or firm holding such license prior to August 31, 2021; and

BE IT FURTHER RESOLVED that the Mayor and Clerk are hereby authorized to respectfully execute and attest to Addendum 1 to the professional services agreement with De Block Environmental Services, LLC in substantially the same form as is attached hereto, subject to the submission of any and all required documentation under applicable New Jersey law, regulation and municipal ordinances; and

BE IT FURTHER RESOLVED that a copy of this Resolution shall be forwarded to De Block Environmental Services, LLC, the Township Administrator, and the Township Treasurer; and

BE IT FURTHER RESOLVED that this Resolution shall take effect pursuant to law.

APPROVED this 2nd day of March, 2021.

ATTEST:

Ana Minkoff
Township Clerk

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

RESOLUTION

IT IS HEREBY RESOLVED by the Township Council of the Township of Berkeley Heights, County of Union and State of New Jersey, in meeting assembled, that the following be appointed to the Grants Committee.

GRANTS COMMITTEE

Doug Birbrower - term expires 12/31/2021

APPROVED this 2nd day of March, 2021.

ATTEST:

Ana Minkoff
Township Clerk

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

**AMENDING RESOLUTION No. 188-2020, Dated July 8, 2020 EXTENDED BY
RESOLUTION No. 67-2021, Dated January 19, 2021**

WHEREAS, the Mayor and Township Council of the Township of Berkeley Heights (“Township”) wish to encourage the Township’s students to become more involved in local government and community service; and

WHEREAS, the Mayor, with the concurrence of the Council, from time to time may propose, create and charge, special purpose committees, appoint their members and establish their responsibilities and duties, which committees and appointments shall expire at the end of the then current calendar year unless extended by action of the Council; and

WHEREAS, the Mayor and Township Council agree that it would be in the best interest of the Township to create an advisory board to provide advice and assistance on matters of interest to the Township’s youth; and

WHEREAS, the Mayor and Township Council recognize that youth involvement and membership in such an advisory board will create valuable educational opportunities for the Township’s students, and provide useful perspectives to the Township.

NOW, THEREFORE, BE IT RESOLVED, by the Township Council of the Township of Berkeley Heights, in the County of Union, New Jersey, that an advisory board known as the “Mayor’s Youth Council” is hereby created, the purposes, membership and responsibilities of which shall be as follows:

1. **MISSION.** The Mayor’s Youth Council (“MYC”) shall focus on informing local youth on the actions of Township government, encouraging local youth to involve themselves in local government, exploring local initiatives for service, and organizing and supporting community service opportunities for local youth. The MYC will also work as a liaison between the Mayor/Township Council and the Township’s students, to ensure that the opinions and values of students are heard, and to build a closer relationship between the Township government and its students.
2. **MEMBERSHIP.** The MYC shall consist of the Mayor, the Township Council President, and at least five (5) but no more than ten (10) members who shall be appointed by the Mayor from the Township’s student population to serve a term expiring on December 31, 2021.

3. **OFFICERS AND RESPONSIBILITIES.** The MYC shall elect the following officers at its first meeting, or as soon thereafter as possible, which officers shall have the responsibilities set forth below:

- a. Chairperson. The Chairperson shall preside over the MYC's meetings and shall be responsible for providing regular updates at Township Council meetings regarding the MYC's activities.
- b. Vice Chairperson. The Vice Chairperson shall assist the Chairperson and shall serve as Chairperson in the latter's absence.
- c. Secretary. The Secretary shall be responsible for keeping notes of the MYC's meetings and maintaining the MYC's agendas.
- d. Public Relations Chair. The Public Relations Chair shall coordinate with the Township Administrator to encourage local awareness of the MYC and its initiatives.
- e. Community Affairs Liaison. The Community Affairs Liaison shall be responsible for coordinating with the established Township Committees.

4. **MEETINGS.** The MYC shall hold meetings as it deems necessary.

5. **ORGANIZATION AND PROCEDURE.** The MYC may make and alter all rules and regulations governing its organization and procedure not inconsistent with this Resolution.

BE IT FURTHER RESOLVED that it is the intention of the Berkeley Heights Township Council that the Mayor's Youth Council shall function in an advisory capacity and shall not be an administrative body.

BE IT FURTHER RESOLVED, that this Resolution shall take effect immediately.

APPROVED this 2nd day of March, 2021.

ATTEST:

Ana Minkoff
Township Clerk

8a

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

RESOLUTION

WHEREAS, the Tax Collector has advised that there was an overpayment of a portion of 2020 property taxes for property known as Block # 105, Lot# 13.01 also known as 126 Washington Street, which requires a refund in the amount of \$2,520.50; and,

NOW, THEREFORE BE IT RESOLVED that the Treasurer is authorized to refund the overpayment of the fourth (4th) quarter 2020 taxes in the amount of \$2,520.50, to Ciraco Construction Co, 144 Garfield Street, Berkeley Heights, NJ 07922.

BE IT FURTHER RESOLVED that a copy of this resolution be transmitted to the Tax Collector.

APPROVED this 2nd day of March 2021.

Attest:

**Ana Minkoff
Township Clerk**

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

RESOLUTION

WHEREAS, the Tax Collector has advised that there was an overpayment of a portion of 2020 property taxes for property known as Block# 301.09, Lot# 6, Condo also known as 61 Daria Lane, which requires a refund in the amount of \$2,364.18; and,

NOW, THEREFORE BE IT RESOLVED that the Treasurer is authorized to refund the overpayment of the third (3rd) quarter 2020 taxes in the amount of \$2,364.18, to Walter C Worst, Jr, 61 Daria Lane, Berkeley Heights, NJ 07922.

BE IT FURTHER RESOLVED that a copy of this resolution be transmitted to the Tax Collector.

APPROVED this 2nd day of March 2021.

Attest:

**Ana Minkoff
Township Clerk**

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

RESOLUTION

WHEREAS, the Tax Collector has advised that there was an overpayment of a portion of 2020 property taxes for property known as Block# 4603, Lot# 15 also known as 27 Ridge Drive, which requires a refund in the amount of \$3,785.89; and,

NOW, THEREFORE BE IT RESOLVED that the Treasurer is authorized to refund the overpayment of the fourth (4th) quarter 2020 taxes in the amount of \$3,785.89, to Michael D and Natalie R Agresta, 27 Ridge Drive, Berkeley Heights, NJ 07922.

BE IT FURTHER RESOLVED that a copy of this resolution be transmitted to the Tax Collector.

APPROVED this 2nd day of March 2021.

Attest:

**Ana Minkoff
Township Clerk**

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

RESOLUTION

WHEREAS, the Tax Collector has advised that there was an overpayment of a portion of 2021 property taxes for property known as Block# 1002, Lot# 19 also known as 195 Chaucer Dr, which requires a refund in the amount of \$3,295.43; and,

NOW, THEREFORE BE IT RESOLVED that the Treasurer is authorized to refund the overpayment of the first (1st) quarter 2021 taxes in the amount of \$3,295.43, to Xuan Li and Gang Liu, 195 Chaucer Drive, Berkeley Heights, NJ 07922.

BE IT FURTHER RESOLVED that a copy of this resolution be transmitted to the Tax Collector.

APPROVED this 2nd day of March 2021.

Attest:

**Ana Minkoff
Township Clerk**

8 e

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

RESOLUTION

WHEREAS, the Tax Collector has advised that there was an overpayment of a portion of 2021 property taxes for property known as Block# 3302, Lot# 9 also known as 208 Sutton Dr, which requires a refund in the amount of \$49.33; and,

NOW, THEREFORE BE IT RESOLVED that the Treasurer is authorized to refund the overpayment of the first (1st) quarter 2021 taxes in the amount of \$49.33, to Sheila Carlos, 208 Sutton Drive, Berkeley Heights, NJ 07922.

BE IT FURTHER RESOLVED that a copy of this resolution be transmitted to the Tax Collector.

APPROVED this 2nd day of March 2021.

Attest:

**Ana Minkoff
Township Clerk**

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

RESOLUTION

WHEREAS, the Tax Collector has advised that there was an overpayment of a portion of 2021 property taxes for property known as Block# 3506, Lot# 11 also known as 135 Overhill Way, which requires a refund in the amount of \$4,910.61; and,

NOW, THEREFORE BE IT RESOLVED that the Treasurer is authorized to refund the overpayment of the first (1st) quarter 2021 taxes in the amount of \$4,910.61, to Donald V and Nadine Batorsky, 135 Overhill Way, Berkeley Heights, NJ 07922.

BE IT FURTHER RESOLVED that a copy of this resolution be transmitted to the Tax Collector.

APPROVED this 2nd day of March 2021.

Attest:

**Ana Minkoff
Township Clerk**

89

**TOWNSHIP OF BERKELEY HEIGHTS
UNION COUNTY, NEW JERSEY**

RESOLUTION

WHEREAS, the Tax Collector has advised that there was an overpayment of a portion of 2021 property taxes for property known as Block# 2601, Lot# 2.01 also known as 115 Kent Drive, which requires a refund in the amount of \$1,049.50; and,

NOW, THEREFORE BE IT RESOLVED that the Treasurer is authorized to refund the overpayment of the first (1st) quarter 2021 taxes in the amount of \$1,049.50, to Kristiann Ebert, 115 Kent Drive, Berkeley Heights, NJ 07922.

BE IT FURTHER RESOLVED that a copy of this resolution be transmitted to the Tax Collector.

APPROVED this 2nd day of March 2021.

Attest:

**Ana Minkoff
Township Clerk**